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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AMENDMENT AND EXTENSION OF OIL AND GAS LEASE**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

This Amendment of Oil and Gas Lease ("Amendment") is executed by Frank L. Lane and Lisa D. Lane, husband and wife, whose address is 6453 Sudbury Way, Fort Worth, TX 76180 ("Lessor"), and Chesapeake Exploration, L.L.C., the address of which is P. O. Box 18496, Oklahoma City, Oklahoma 73154-0496 and Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002 (collectively, "Lessee") for the purposes and considerations hereinafter expressed.

**WHEREAS**, Lessee is the current owner of the interest in and under that certain oil and gas lease (the "Lease") dated July 20<sup>th</sup>, 2007 from Lessor to DDJET Limited, L.L.P., recorded as document number D207373198, Real Property Records, Tarrant County, Texas.

**WHEREAS**, Total E&P USA, Inc. acquired an undivided 25% of Chesapeake Exploration, L.L.C.'s working interest in the aforementioned Lease and both desires to amend the Lease as follows.

**WHEREAS**, the parties named herein now desire to ratify and amend the Lease as hereinafter set forth.

1. Paragraph 2 of the Lease is hereby deleted in its entirety and replaced by the following new paragraph 2:

*"Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this Lease shall be for a term of Four (4) years from the date hereof (called "Primary Term") and as long thereafter as oil, gas or other mineral produced from said Land or land pooled therewith hereunder, or as long as this Lease is continued in effect, as otherwise provided herein."*

2. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, successors and assigns, and may be executed in multiple counterparts, each of which shall be deemed to be an original and shall be binding upon each party executing the same whether or not it is executed by all.

3. Terms defined in the Lease shall have the same meaning in this Amendment.

4. It is further understood and agreed by all parties hereto that the provisions contained herein shall supersede any provision to the contrary in said Lease described herein, however in all other respects, said Lease and the prior provisions thereto, shall remain in full force and effect.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby adopt, ratify, and confirm said lease, grant, demise and let the land described on Exhibit "A" unto Chesapeake, subject to and in accordance with all of the terms and provisions of said Lease as amended herein.

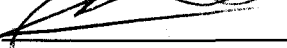
EXECUTED on the date(s) subscribed to the acknowledgements below, but effective as of the 10<sup>th</sup> day of June, 2010.

LESSOR:

By: 

Name: FRANK LANE

LESSOR:

By: 

Name: LISA LANE

LESSEE:

**CHESAPEAKE EXPLORATION, L.L.C.,**  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Henry J. Hood, Senior Vice President  
Land and Legal & General Counsel

LESSEE:

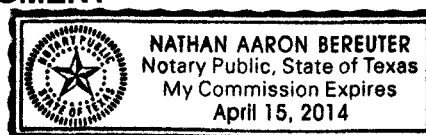
**TOTAL E&P USA, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Eric Bonnin, Vice President -  
Business Development and Strategy

**ACKNOWLEDGMENT**

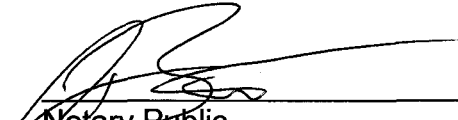
STATE OF TEXAS )  
 )  
COUNTY OF TARRANT )

§



This instrument was acknowledged before me on this 10<sup>TH</sup> day of JUNE, 2010, by FRANK LANE AND LISA LANE, HUSBAND AND WIFE

My Commission Expires: APRIL 15, 2014

  
Notary Public

Commission Number: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA )  
 )  
COUNTY OF OKLAHOMA )

§

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.

My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                 §  
COUNTY OF HARRIS   §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

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Notary Public in and for the State of Texas

**Exhibit "A"**  
**Land Description**

**Attached to and made a part of that certain Ratification and Amendment of Oil  
and Gas Lease**

.161 acre(s) of land, more or less, situated in the W. Mann Survey, Abstract No. 1010 and being Block 17 Lot 34, North Park Estates, an Addition to the City of North Richland Hills, Tarrant County, Texas, according to the Plat recorded in Volume/Cabinet 388-66 Page/Slide 7 of the Plat Records, Tarrant County, Texas and being further described in that certain Instrument dated 6/17/2005 and recorded as Entry Number D205180159, of the Official Records of Tarrant County, Texas.

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES LLC  
3000 ALTA MESA BLVD STE 300  
FT WORTH, TX 76133

Submitter: DALE RESOURCES LLC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 7/21/2010 9:01 AM

Instrument #: D210175235

LSE 5 PGS \$28.00

By: \_\_\_\_\_

*Suzanne Henderson*

D210175235

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL